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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 21st March 2024

**No. 13/1/9522-HII(2)-2024/4741.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **76/2018** dated **09.01.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JAGDISH SINGH S/O SHRI FAQIR SINGH R/O HOUSE NO.438/2, SECTOR 40-A,  
CHANDIGARH (Workman)

AND

1. THE DAINIK BHASKAR CORPORATION LIMITED, 280, BHASKAR HOUSE, NEAR YMCA CLUB, MAKARBA, SARKHEJ GANDHI NAGAR ROAD, AHMEDABAD 380051 (REGISTERED OFFICE).
2. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, HEAD OFFICE, 6, PRESS COMPLEX, RAM GOPAL MAHESHWARI MARG, ZONE-1, MAHARANA PARTAP NAGAR, BHOPAL, M.P (HEAD OFFICE) THROUGH IT'S  
A) RAMESH CHANDER AGGARWAL, CHAIRMAN, B) SUDHIR AGGARWAL, MANAGING DIRECTOR, C) GARISH AGGARWAL, MANAGING DIRECTOR, D) PAWAN AGGARWAL, MANAGING DIRECTOR.
3. THE DAINIK BHASKAR CORPORATION LIMITED, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS ASSISTANT GENERAL MANAGER HR CPH2.
4. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS AND PUBLISHER.
5. THE DAINIK BHASKAR CORPORATION LIMITED, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS FINANCE HEAD, REPORTING AUTHORITY OF THE CLAIMANT. (Management)

## AWARD

1. Vide Endorsement No.13/1/9522-HII(2)-2018/11456 Dated 27.07.2018 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Jagdish Singh (*here-in-after referred "workman"*) to The Dainik Bhaskar Corporation Limited &

(713)

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Others (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

*"Whether the arrears of revision of pay to Sh. Jagdish Singh, S/o Sh. Faqir Singh, R/o House No.438/2, Sector 40A, Chandigarh (Applicant/Claimant) were to be paid by 1. The Dainik Bhaskar Corporation Limited, 280, Bhaskar House, Near YMCA Club, Makarba, Sarkhej-Gandhi Nagar Road, Ahmedabad 380051 (Registered Office). 2. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Head Office, 6, Press Complex, Ram Gopal Maheshwari Marg, Zone-1, Maharana partap Nagar, Bhopal, M.P (Head Office) through it's a) Ramesh Chander Aggarwal, Chairman, b) Sudhir Aggarwal, managing Director, c) Garish Aggarwal, Managing Director, d) Pawan Aggarwal, Managing Director. 3. The Dainik Bhaskar Corporation Limited, Plot No. 11-12, Sector 25, Chandigarh through its Assistant General Manager HR CPH2. 4. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Plot No. 11-12, Sector 25, Chandigarh through its and Publisher. 5. The Dainik Bhaskar Corporation Limited, Plot No. 11-12, Sector 25, Chandigarh through its Finance Head, Reporting authority of the claimant (Respondents) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"*

2. Upon notice, the claimant-workman appeared in person and thereafter through his Representative. On 05.12.2018, statement of claim was filed.

3. Briefly stated the averments of claim statement are that the workman was appointed as Executive on 27.11.1999 by Dainik Bhaskar at Chandigarh and his employee code is CHD00154 and provident fund account No.PB/CHD/0020989/000/0000684. The service of workman remained in continuous, uninterrupted without any stopgap and unblemished till 23.09.2014 on which date the workman himself resigned from the said post. On 04.03.2009 the Central Government in exercise of powers under Sections 9 & 13 of the Working Journalists & Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred as 'Act 1955'*) constituted Majithia Wage Board for provision and revision of pay scales and other benefits for the working journalists and non-journalists working in printing media. The said Majithia Wage Board submitted its recommendations to the Central Government on 31.12.2010 and same was accepted by the Government of India on 25.10.2011 and notified the same vide SO No.2532(E) dated 11.11.2011. The said recommendations were challenged by various parties of media before the Hon'ble Supreme Court in writ petition (C) No.246/2011 tilted ABP Pvt. Ltd. & Others Versus Union of India & Others and other connected writ petitions. The Hon'ble Supreme Court vide its judgment dated 07.02.2014 upheld the above said notification of Government of India which was based on the recommendation of the Majithia Wage Board and dismissed the writ petitions filed by various parties. As evident from this judgment of Hon'ble Supreme Court of India, directions in that were also issued for the payment of wages as revised / determined from 11.11.2011 i.e. the arrears up to March 2014 to be paid to all eligible persons in 4 equal installments within a period of one year from the date of judgment and continue to pay the revised wages from April 2014 onwards. The workman was in service as on the date of above said judgment of Hon'ble Supreme Court of India but he was not given the benefits as per the above said notification and the judgment of the Hon'ble Supreme Court rather he continued to receive whatever lump sum was being paid to him. It was due to this reason that the workman had to resign from his service. The workman is covered by the recommendations of the Majithia Wage Board as accepted by the Government of India as per notification dated 11.11.2011 which was affirmed by the Hon'ble Supreme Court of India and as such the workman is entitled for provisions and revision of revised pay scale / wages w.e.f. 11.11.2011 till 23.09.2014. Instead of implementing the above said notification and the judgment of Hon'ble Supreme Court, the authorities of Dainik Bhaskar have been forcing its employees

including workman to sign a declaration stating that we are happy with the current wages and do not want the benefits of the recommendations of the Majithia Wage Board or that of the directions of the Hon'ble Supreme Court dated 07.02.2014 failing which they would be transferred to other places that too in other States. Despite the said notification and judgment of the Hon'ble Supreme Court of India, the workman has not been paid the arrears of his revised pay w.e.f. 11.11.2011 to 23.09.2014. The personal visits, contacts and requests of the workman to the management for making him the payment of arrears remained futile and as such constrained him to adopt this process of law. As per the above said notification the pay scale, salary of the workman is required to be fixed as per Table - II B - Non-journalists (Administrative Staff) in the pay scale of Group IV i.e. ₹11,000/- + annual rate of increments at the rate of 4% - 24,100/- with variable pay of 35% of basic pay, DA as admissible biannually, HRA @ 20% of basic pay, medical allowance of ₹ 500/- per month fixed and transport allowance @ 10% of basic pay as the annual turn-overs of the management remained in between 500 to 1000 crores for the year 2007-08, year 2008-09 and year 2009-10 for which the workman is entitled and eligible. In this connection calculation sheet prepared and authenticated by the registered Chartered Accountant on the basis of annual turn overs for the year 2007-08, 2008-09, 2009-10 generated against ID number of workman is enclosed with the claim statement. In view of the above, the arrears including the interim relief of the workman from 11.11.2011 to 23.09.2014 work out to ₹ 24,18,875/- as per the calculation sheet for which the workman is entitled and eligible. The emolument has not paid the above mentioned dues to the workman and deliberately delayed in making the payment of the same. The workman is entitled to interest @18% per annum on the same w.e.f. 11.11.2011 till the date of actual payment. In response to demand notice dated 07.10.2016 the management filed reply to which the replication dated 21.09.2017 was also filed by the workman before the Labour Commissioner, U.T. Chandigarh. The above said notification was not implemented by the managements of different print medias, a number of contempt petition remained filed before the Hon'ble Supreme of India attached with the main content petition No.411 of 2014 which were disposed off by the Hon'ble Supreme Court of India vide order dated 13.10.2017. A number of references remained pending before the Labour Authorities / Labour Courts for all these years regarding non-payment of arrears and wages to the working journalists and non-journalists. The Hon'ble Supreme Court of India passed another order dated 13.10.2017 in miscellaneous application No.187 of 2017 in the said contempt petition (c) No.411 of 2014 therewith ordering the concerned Labour Court / Industrial Tribunals to dispose of matters as expeditiously as possible, preferably within 6 months of the reference being made. The workman is entitled and eligible to all the arrears including the interim relief as worked out and authenticated by the Chartered Accountant as per the calculation sheet enclosed with the claim statement. In view of the facts & circumstances, the workman has been deprived of his due arrears including interim relief by the management that too without assigning any reason and deliberately, the claim application deserves to be decided at the earliest by this Hon'ble Court. The prayer is made that the claim statement may be allowed in favour of the workman and against the management with directions No.i) to the management to pay all the arrears (including interim relief) and interest @18% per annum w.e.f. 11.11.2011 till the date of actual payment as per the calculation sheet attached with the claim statement. ii) to the appropriate authority (Labour Commissioner/Deputy Commissioner) to issue the recover certificate accordingly in the interest of justice and other orders or directions as deemed fit and proper may be issued in favour of the workman.

4. On notice, management No.1 to 5 contested the claim statement by filing joint written statement on 01.03.2019 wherein preliminary objections are raised on the ground that the workman has filed fresh claim petition claiming the arrears of wages for the period of 11.11.2011 to 31.08.2014 as per the recommendation of the Majithia Wage Board by putting the wrong facts as well as by levelling the pass allegations and by presenting the fabricated calculation sheet before this Tribunal and as such the present claim petition is liable to be dismissed with exemplary costs. Besides, the workman does not fall under the definition of 'workman' as per Section 2(s) ii) to iv) of the ID Act. Further objection is taken on the ground that the claim petition is liable to be dismissed on the ground of mis-joinder of necessary party as the alleged services rendered by the workman with the answering respondent i.e. Chief Manager HR (who has not been impleaded as party in the present claim petition) and the authorities of Head Office have been impleaded by name. The submission of resignation is admitted by the claimant himself. It is well settled proposition of law that the admission is the best evidence. The claimant has concealed the material fact that at the time of leaving the answering managements after



putting the resignation had accepted all the service benefits from the answering managements and nothing remained pending / due and as such the claimant has no right to contest the present claim petition. The procedure under the scheme of the Act 1955 aggrieved employee seeking to recover any amount due under the Act 1955 is required to first move an application before the State Government. As per Rule 36 of the Act 1955 such an application is required to be made in prescribed form 'C' addressed to the Secretary to the State Government along with details of amount claimed, preceded by 15 days prior notice regarding payment to the concerned newspaper establishment. In the case in hand no such application along with the details of amount claimed much less in the prescribed format was made to the Secretary of the State Government. No 15 days prior notice was issued under Rule 36 of the Act 1955. Thus, in the absence of fulfilling the conditions precedent for initiating the action under Section 17, legally no proceedings could have been initiated by the workman against the management. Hence, the proceeding in question is void ab-initio. The alleged claim statement is hopelessly time barred. The demand notice dated 07.10.2016 stated to be served upon the management was presented before the Deputy Commissioner, Chandigarh whereas the Deputy Commissioner was not competent authority as the same was to be presented before the Secretary to Government (Labour Department) as per Section 17 of the Act 1955. The demand notice was referred to Assistant Labour Commissioner, U.T. Chandigarh vide order dated 01.02.2018 passed by the Deputy Commissioner, Chandigarh after considering the reply filed by the answering management. The managements are taking the specific objection that any demand notice is not maintainable before the Labour Commissioner, Chandigarh. It is well settled law that a civil suit does not lie after the expiry of three years of cause of action. In the present case the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February, 2018 for the benefits claimed by the workman for the period of 2012 to 2014. The claimant had annexed the calculation sheet showing the turn-over of the management only to get the benefit from the managements which is a dispute in question of fact and cannot be decided in summary proceedings before the Hon'ble Tribunal as such the present claim is liable to be dismissed. Furthermore, the basis of computation of the amount as claimed by the claimant has not been indicated and the identity of the person who has computed the said amount has not been revealed by the claimant. Hence, the same is frivolous and baseless. The employees who have signed 20J of the Majithia Wage Board Recommendations on their own accord are not entitled to Majithia Wage Board Recommendations. The respondent-management has fully complied with the provision of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The claimant-workman has chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board at his own voluntarily. Now nothing is payable to the claimant-workman as he has already received wages according to option opted by him. The claimant-workman had never raised any question nor made any complaint to the management or to any competent authority regarding the undertaking which he had given within the specified time of 3 weeks. Now after lapse of long time the claimant-workman is raising dispute of non-payment of wages as per the Majithia Wage Board recommendations which is a simply after thought, illegal and baseless. Since the year, 1956 various wage boards have been constituted from time to time and option has been given to the employees to opt for payment of existing pay scale and existing emoluments in all these aforesaid various wage boards. The employees were informed about the Majithia Wage Board recommendations and para 20(j) of the same for payment of the existing pay scale and existing emoluments by affixing copy of the Majithia Wage Board recommendations and notice on the notice board of the company. The applicant-claimant had already received the wages as per para 20(j) of the Majithia Wage Board recommendations and has chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board recommendations. The employer has paid the wages as per para 20(j) of Majithia Wage Board recommendations and no alleged amount is due. The claim of the claimant-workman is not maintainable under the provisions of Section 17 of the Act 1955 as no amount is due and further the amount, as claimed by the applicant, is based on non-existing right.

5. Further on merits, it is stated that the fact of appointment of workman in the claim statement are matter of record. The claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act and the claimant does not fall within the definition of 'workman' as he was performing the duties under the supervisory capacity. It is a matter of record that the workman remained in continuous and un-interrupted service of the management till 23.09.2014 on which date the claimant himself resigned from the

said post. The constitution of the Majithia Wage Board, the recommendations submitted by the Majithia Wage Board to the Central Government on 31.12.2010 and its acceptance by the Government of India on 25.10.2011 and notification in the gazette of Government of India on 11.11.2011 are matter of record. The fact that the said recommendations were challenged in writ petition(C) No.246/2011 before the Hon'ble Supreme Court is a matter of record. The directions of the Hon'ble Supreme Court issued in judgment dated 07.02.2014 are matter of record. The answering respondent-managements do have the spirit to honour judgment delivered by the Hon'ble Supreme Court of India but the claimant is not entitled for any benefit in compliance of judgments delivered by the Hon'ble Supreme Court of India. The issuance of demand notice dated 07.10.2016, filing of reply to the demand notice and filing of replication dated 21.09.2017 to the demand notice is a matter of record. The fact that contempt petition No.411/2014 was disposed off by the Hon'ble Supreme Court vide order dated 13.10.2017 is matter of record. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that the claim statement may be dismissed with exemplary costs.

6. The workman filed replication wherein the contents of the written statement except admitted facts are denied as wrong and averments of claim statement are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 15.04.2019 :-

1. Whether the arrears of revision of pay to Shri Jagdish Singh were to be paid by the managements, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether Shri Jagdish Singh does not fall under the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPM
3. Whether the claim of Shri Jagdish Singh is bad on the ground of mis-joinder of necessary party ? OPM
4. Whether the claim of Shri Jagdish Singh is time barred ? OPM
5. Whether the claim of Shri Jagdish Singh is not maintainable under the provisions of Section 17 of the Working Journalists & other Newspaper Employees (Condition of services) and Miscellaneous Provisions Act, 1955 ? OPM
6. Relief.

8. In evidence, the workman Jagdish Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'C1' to Exhibit 'C4'.

**Exhibit 'C1'** is copy of certificate dated 13.08.2001 issued to the workman.

**Exhibit 'C2'** is copy of gazette notification dated 11.11.2011 of Government of India, Ministry of Labour & Employment.

**Exhibit 'C3'** is calculation prepared by Arora Khanna & Associates, Chartered Accountants of arrears claimed by the workman.

**Exhibit 'C4'** is copy of judgment dated 19.06.2017 passed by the Hon'ble Supreme Court of India in Contempt Petition (Civil) No.411 of 2014 in Writ Petition (Civil) No. 246 of 2011 titled as Avishek Raja & Others Versus Sanjay Gupta.

9. The workman examined AW2 DPS Gill, Chartered Accountant and AW3 Sumanta Ghosh - Senior Assistant, Office of Regional Provident Fund Commissioner, Chandigarh. On 15.09.2021 Learned Representative for the workman closed evidence of the workman.

10. On the other hand, management examined MW1 Aditya Dubey - Senior Manager (HR) & Admin (CPH2), Dainik Bhaskar, Chandigarh, who in his examination-in-chief tendered his affidavit exhibit 'MW1/A' along with documents i.e. copy of his identity card Exhibit 'R1', authority letter Exhibit 'R2', copy of resignation & acceptance letter Exhibit 'R3', copy of full & final settlement Exhibit 'R4' and payment of gratuity and acknowledgement Exhibit 'R5'. Thereafter, MW1 Aditya Dubey was not presented for his cross-examination. On 23.01.2023 management through its Representative filed an application under

Section 151 CPC for substitution of management's witness Aditya Dubey with Avdhesh Gaur and to file a fresh affidavit of Avdhesh Gaur in management's evidence on the ground that Aditya Dubey has been transferred from Chandigarh to Bhopal due to administrative reasons, due to which he could not be examined in the case. Vide order dated 23.01.2023 the application was allowed and the management was permitted to examine MW Avdhesh Gaur. It is penitent to mention here that the affidavit Exhibit 'MW1/A' of MW1 Aditya Dubey along with documents Exhibit 'R1' to 'R4' tendered by him cannot be considered into evidence as testimony of MW1 Aditya Dubey is incomplete. Besides, the management has withdrawn his affidavit. Thereafter, the management examined MW1 Avdhesh Gaur - Assistant Manager, HR Admin, O/o Dainik Bhaskar, Sector 25-D, Chandigarh, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M6'.

**Exhibit 'M1'** is identity card of Avdhesh Gaur.

**Exhibit 'M2'** is authority letter dated 20.02.2023 issued in favour of Avdesh Gaur by DB Corp. Ltd.

**Exhibit 'M3'** is resignation with acceptance dated 19.09.2014.

**Exhibit 'M4'** is full & final settlement.

**Exhibit 'M5'** is payment advice dated 05.01.2015 along with copy of DD No.004618 dated 05.01.2015 issued in favour of Jagdish Singh for sum of ₹ 65,700/-.

**Exhibit 'M6'** is declaration dated 15.11.2011.

11. On 04.09.2023 Learned Representative for the management closed oral evidence. On 08.01.2024 Learned Representative for the management closed documentary evidence.

12. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

**Issue No. 1 :**

13. Onus to prove this issue is on the workman.

14. Under this issue, workman Jagdish Singh examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'C1' to Exhibit 'C4'.

15. In order to prove the calculations of the arrears dues, workman examined AW2 DPS Gill Chartered Accountant, who deposed that he is practicing as chartered accountant for the last so many years and is partner with Arora Khanna and associates a firm of Chartered accountants. The workman had approached him for preparing his detail of arrears of salary on the basis of the recommendation of Majithia Wage Board notified on 11.11.2011 with the subsequent upholding of the same by Hon'ble Supreme court of India on 07.02.2014. The workman provided him the basic data of wages / salary for preparing of his statement of claim and also copy of recommendations of Majithia Wage Board. The workman had joined the respondent company on 27.11.1999. The certificate Exhibit 'C3' has been prepared on the letter head of Arora Khanna & Associates and he has signed the same in the capacity of partner. As per the certificate Exhibit 'C3' the details of arrears appended with the certificate amounts to ₹ 24,18,874/-. The details of arrears are prepared from the date of recommendation as detailed by Majithia Wage Board till the resignation of the workman from the respondent company. The complete details of arrears as well as other details are mentioned in Exhibit 'C3' and arrears are calculated in respect of workman are from November, 2011 to September, 2014. The certificate Exhibit 'C3' issued to the workman is true and correct as per details provided by the workman and keeping in view the recommendation of Majithia Wage Board. Exhibit 'C3' is issued on the basis of the details of salary and other details of the workman considering the recommendation of Majithia Wage Board without any pressure from any quarter.



16. The workman examined AW3 Sumanta Ghosh - Senior Assistant, Office of Regional Provident Commissioner, who deposed that he has brought the summoned record in respect of the workman Shri Jagdish Singh having account No.PB/CHD/20989/684 for the period from April 2009 till October, 2014. As per their record the workman left the employment on 23.09.2014 and his date of entry of the workman under PF scheme is 01.09.2008. The management i.e. Dainik Bhasker had deducted PF of the workman on wages of `4,437/-, which keeps on changing till workman left the service on 23.09.2014. Certified copy of the ledger account of the workman is Exhibit 'AW3/1'.

17. On the other hand, management examined MW1 Avdhesh Gaur - Assistant Manager HR Admin, who vide his affidavit Exhibit 'MW1/A' deposed that he is working as Assistant Manager, HR & Admin with the respondents and has been authorised by the respondent to depose on its behalf in the above said case before this Hon'ble Court. He is well conversant with the facts of the present case. Copy of his identity card and copy of authorization letter issued by the respondent in his favour are Exhibit 'R1' & Exhibit 'R2'. DB Corp. Ltd. is a group of businesses including textile, MY FM, Digital Media, Real Estate, Power, Denim. As per Majithia Wage Board recommendation only the business of newspaper establishment i.e. circulation and advertisement of newspaper shall be counted and all the units have independent existence and the accounts of each unit are being prepared by that unit. The claimant / workman does not fall under the definition of 'workman' as per Section 2(s) ii) to iv) of the ID Act, 1947. The claimant has also failed to claim himself as 'workman' as per the provisions of ID Act. As per the nature as well as status of post, the claimant does not fall within the definition of 'workman' under the ID Act. The claimant has presented misleading facts before this Hon'ble Tribunal as he had resigned from duty on 18.09.2014. The submission of resignation is admitted by the claimant himself. It is well settled proposition of law that admission is the best evidence. The claimant has concealed the material fact that at the time of leaving the answering respondents after putting the resignation, he had accepted all the service benefits and received full & final amount from the respondents and nothing remained pending / due and as such the claimant has no right to contest the present claim petition being not maintainable. Copy of resignation is Exhibit 'R3'. It is settled law that a civil suit does not lie after expiry of three years of cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February, 2018 for the benefit claimed by the claimant for the period of 2012. The claimant is not entitled for the benefit of the compliance of judgment passed by the Hon'ble Supreme Court of India as prior to passing of judgment by the Hon'ble Apex Court, the claimant had himself resigned from service and also received full & final payment from the respondents. A copy of full & final payment received by the claimant and copy of gratuity paid is Exhibit 'R4' and Exhibit 'R5'. The respondent has fully complied with the provisions of Majithia Wage Board issued by Central Government under notification dated 11.11.2011. The claimant has already received the wages as per para 20(j) of the Majithia Wage Board Recommendations. The claimant has chosen / opted to retain his existing wages and existing emoluments as per para 20(j) of the Majithia Wage Board at his own voluntarily by signing a declaration dated 15.11.2011 and after signing the declaration now nothing is payable to the claimant as he has already received wages according to option opted by him of para 20(j) and opted to retain his current salary and emoluments at that time. All the employees working have given their signatures on the option letter as per their will and submitted it to the management. Copy of undertaking signed by the claimant is Exhibit 'R6'. MW1 has supported his oral version with documents Exhibit 'M1' to Exhibit 'M6'. It is penitent to mention here that in affidavit Exhibit 'MW1/A' the documents are referred as Exhibit 'R1' to Exhibit 'R6' which are proved into evidence vide Exhibit 'M1' to Exhibit 'M6' respectively.

18. From the oral as well as documentary evidence led by the parties, it comes out that the workman is claiming entitlement to arrears of revision of pay on the basis of recommendations of the Majithia Wage Board notified vide notification dated 11.11.2011 of Government of India and ***judgment dated 07.02.2014 passed by the Hon'ble Supreme Court in Writ Petition (Civil) No. 246/2011*** and the

*judgment dated 19.06.2017 of Hon'ble Supreme Court in Contempt Petition (Civil) No.411 of 2014 in Writ Petition (Civil) No.246 of 2011* titled as *Avishek Raja & Others Versus Sanjay Gupta*. On the other hand, the management agitated the claim on the ground that the workman during tenure of his service exercised his option on 15.11.2011 / Exhibit 'M6' under Clause / para 20(j) of the Majithia Wage Board recommendations notified in the gazette of Government of India on 11.11.2011 and opted to retain the existing salary and emoluments. Moreover, the workman tendered resignation on 18.09.2014 through email which was accepted by the management on 19.09.2014 vide Exhibit 'M3'. Above all the workman has received his full & final payment as per full & final settlement Exhibit 'M4', which is supported with payment of ₹ 65,700/- vide demand draft Exhibit 'M5'. It is argued by Learned Representative for the managements that the workman has concealed the material fact that he exercised his option under Clause / para 20(j) of the Majithia Wage Board recommendations in the form of declaration dated 15.11.2011 / Exhibit 'M6' and further concealed the fact that he has received the full & final payment against full & final settlement Exhibit 'M4'. In this manner, the workman is misleading the Court. Learned Representative for the workman contended that declaration alleged to be of dated 15.11.2011 / Exhibit 'M6' is a forged and fabricated document and the workman has never signed any such declaration. The management has not relied upon the alleged declaration dated 15.11.2011 / Exhibit 'M6' in the written statement and has produced the same for the first time during its own evidence, depriving the workman of an opportunity to rebut the same.

19. The management has primarily denied the benefits of Majithia Wage Board recommendations to the workman on the basis of the declaration Exhibit 'M6' given under Clause 20(j) of the Majithia Wage Board recommendations. The workman has disputed the genuineness of Exhibit 'M6'. To my opinion, no reliance can be placed upon declaration Exhibit 'M6' for the reason that the management has not put declaration Exhibit 'M6' to AW1 / workman in his cross-examination to admit or deny the same. The declaration Exhibit 'M6' is brought into evidence for the first time by the management during examination-in-chief of MW1 Avdhesh Gaur. In cross-examination of MW1, Learned Representative for the workman taken the plea that the alleged declaration is forged and fabricated and the workman had not signed the same. The management has failed to give any explanation that in case declaration Exhibit 'M6' was available with the management at the time of filing written statement then why the same was not produced along with the written statement and why the same was not put to AW1 in his cross-examination. In this regard, MW1 Avdhesh Gaur in his cross-examination has admitted as correct that self declaration Form 20(j) is available with the management of all the employees of the management. MW1 denied the suggestion as wrong that the workman had not signed Form 20(j) and they have forged his signatures on the same form. MW1 examined by the management was not conversant with the contents of the written statement filed by the management. In this regard, MW1 in his cross-examination stated that he has not read over the reply filed by the management in the present case. He has not gone through the claim of the workman in the present case. MW1 in his cross-examination further stated that he does not know if the management had appended with the written statement any Form 20(j) or that there is no mention about Form 20(j) in the written statement. In view of the aforesaid version of MW1, the correctness of the facts pleaded in the written statement does not stand proved. MW1 denied the suggestions as wrong that Form 20(j) produced by the witness in the Court is forged document as the workman has never signed on Form 20(j). Since the workman during cross-examination of MW1 has denied his signatures on declaration Exhibit 'M6' accompanied with the fact that the declaration Exhibit 'M6' has not been put to the workman / AW1 in his cross-examination, consequently, genuineness of declaration Exhibit 'M6' is not proved.

20. Learned Representative for management No. 1 to 5 argued that the workman after his resignation Exhibit 'M3' has already received his full & final payment against full & final settlement Exhibit 'M4', along with payment of ₹ 65,700/- through demand notice Exhibit 'M5' therefore, workman is estopped from



claiming the benefits of Majithia Wage Board. On the other hand, Learned Representative for the workman argued that the documents Exhibit 'M3' to Exhibit 'M5' cannot be read into evidence as the same are computer generated or photocopies of the documents. To my opinion, as far as objection to admissibility of documents 'M3' to Exhibit 'M5' is concerned, the objection was not taken when the said documents were tendered by MW1 Avdhesh Gaur in his examination-in-chief. Furthermore, the workman has failed to controvert the fact that he resigned from service and his resignation was accepted by the management and that he received the payments as per Exhibit 'M4'. It is also not the plea of the workman during cross-examination of MW1 that the workman did not receive the payments against demand notice Exhibit 'M5'. Therefore, the objection to the admissibility of documents Exhibit 'M3' to Exhibit 'M5' is not sustainable.

21. In view of the foregoing discussion, it is established that the workman after resignation from his services has received the outstanding dues as full & final settlement as per his existing salary and not in accordance with the salary calculation as per the Majithia Wage Board recommendations. In the absence of declaration under para 20(j) of the Majithia Wage Board recommendations, the full & final settlement Exhibit 'M4' does not disentitle the workman to claim the arrears of his salary according to the Majithia Wage Board recommendations. In the details of arrears Exhibit 'C3' the difference of salary / wages due as per the Majithia Wage Board recommendations and the salary actually drawn is not shown. On the other hand, there is no counter calculation sheet of the management. Therefore, the workman is entitled to the wages for the period from 11.11.2011 to 19.09.2014 as per the Majithia Wage Board recommendations after deduction of wages drawn by him during the said period.

22. Accordingly, this issue is proved in favour of the workman and against management No.1 to 5.

#### **Issue No. 2 :**

23. Onus to prove this issue is on management No.1 to 5.

24. Learned Representative for management No.1 to 5 argued that the claimant-workman does not fall within the definition of the 'workman' as defined under Section 2(s) of the ID Act as the nature of the work assigned to the claimant was supervisory. On the other hand, Learned Representative for the workman argued that the workman was not having any managerial or supervisory position. The claimant was not having any power to appoint / dismiss any employee and also had no power to grant leave to any employee. To support his arguments Learned Representative for the workman referred case law reported in **2006(4) SCT 1** titled as **Anand Regional Co-op. Seedgrowers Union Ltd. Versus Shaileshkumar Harshadbhai Shah** in para 11 to 13 held as below :-

*"11. For determining the questions as to whether a person employed in an industry is a workman or not; not only the nature of work performed by him but also terms of the appointment in the job performed are relevant considerations.*

*12. Supervision contemplates direction and control. While determining the nature of the work performed by the employee, the essence of the matter should call for consideration. An undue importance need not be given for the designation of an employee, or the name assigned to, the class to which he belongs. What is needed to be asked is as to what are the primary duties he performs. For the said purpose, it is necessary to prove that there were some persons working under him whose work is required to be supervised. Being incharge of the section alone and that too it being a small one and relating to quality control would not answer the test.*

*13. The precise question came up for consideration in **Ananda Bazar Patrika (P) Ltd. v. Workmen [(1970)3 SCC 248]** wherein it was held :*

*"The question, whether a person is employed in a supervisory capacity or on clerical work, in our opinion, depends upon whether the main and principal duties carried out by him are those of a supervisory character, or of a nature carried out by a clerk. If a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity; and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity....."*

*A person indisputably carries on supervisory work if he has power of control or supervision in regard to recruitment, promotion, etc. The work involves exercise of tact and independence.*

*Judging by the said standard, we are of the opinion that the First Respondent did not come within the purview of the exclusionary clause of the definition of workman. Ananda Bazar Patrika (supra) was followed by the court in large number of cases."*

25. In the present case, it is undeniable fact that the workman was appointed to the post of Executive. The management has failed to bring on record any oral or documentary evidence to show that the workman was discharging any kind of supervisory or managerial or administrative functions. In the absence of aforesaid evidence, it cannot be said that the claimant was exercising powers of control or supervision. The judgment 2006(4) SCT 1 (supra) is applicable to the facts of the present case to an extent. Consequently, the management has failed to prove that the claimant had any authority to initiate departmental proceedings against the subordinates or he had power of control or supervision in regard to recruitment, promotion etc. The management even failed to prove that the workman had authority to sanction leave to any employee. Therefore, Jagdish Singh is a 'workman' as defined under Section 2(s) of the ID Act.

26. Accordingly, this issue is decided against management No. 1 to 5 and in favour of the workman.

**Issue No. 3 :**

27. Onus to prove this issue is on management No.1 to 5. During course of arguments this issue is not pressed by management No.1 to 5.

28. Accordingly, this issue is decided against management No. 1 to 5 and in favour of the workman.

**Issue No. 4 :**

29. Onus to prove this issue is on the management.

30. Learned Representative for management No.1 to 5 contended that the claim statement is time barred. A Civil Suit does not lie after the expiry of three years of the cause of action. In the present case, the demand notice was received by the Assistant Labour Commissioner, Chandigarh in February, 2018 for the benefit claimed by the claimant for the year 2012 to 2014. On the other hand, Learned Representative for the claimant argued that the claimant is seeking his revised pay w.e.f. 01.11.2011, amount of interim relief and arrears of pay with interest @ 18% per annum as per the award given on the recommendations of Majithia Wage Board. On every passing month, the claimant was getting less salary than his due entitlement and on every month a fresh cause of action had arisen in favour of the workman. Whereas the reference to this Tribunal was made by the Secretary Labour, Chandigarh Administration on 27.07.2018. Thus, the claim of the claimant is well within time in as much as the cause of action in the present case is reoccurring in nature.

31. As proved from the documents on judicial file, the workman raised the application under Section 17(1) of the Act 1955 before the Labour Commissioner, U.T. Chandigarh on 09.01.2017 and the Worthy

Secretary Labour, Chandigarh Administration under Section 17(2) of the Act 1955 referred to present dispute for adjudication to this Tribunal / Court vide reference bearing endorsement dated 27.07.2018. Moreover, the contention raised by Learned Representative for the workman carries force as denial of revision of pay and benefits of arrears of pay is a continuing cause giving rise to a recurring cause of action. Therefore, the bar of limitation does not apply.

32. Accordingly, this issue is decided against management No. 1 to 5 and in favour of the workman.

**Issue No. 5 :**

33. Learned Representative for management No.1 to 5 argued that that the present claim statement is not maintainable as the demand notice stated to be served upon the management was presented before the Deputy Commissioner, Chandigarh whereas the Deputy Commissioner, was not competent authority and the same was to be presented before the Secretary to Government (Labour Department) as per Section 17 of the Act, 1955. To my opinion, the aforesaid argument advanced by the Learned Representative for the managements carries no force as the perusal of the record would show that vide order dated 01.02.2018 Deputy Commissioner-cum-Collector, Chandigarh issued directions to the parties to appear before the Assistant Labour Commissioner, U.T. Chandigarh to represent their respective claims in the matter and the Assistant Labour Commissioner was directed to hear the parties and to adjudicate the matter promptly as per direction given by the Hon'ble Apex Court in judgment dated 04.10.2016 in CP(C) No.411/2014 in Writ Petition (C) No.246 / 2011. Thereafter, the Assistant Labour Commissioner, U.T. Chandigarh vide its orders endorsement No.ST/2018/2768 dated 26.06.2018 on matter being unsettled before ALC, U.T. Chandigarh under Section 17(1) of the Act, 1955 referred the matter for final adjudication to the Labour Court, as per Section 17(2) of the Act, 1955. From the above mentioned documents due compliance of Section 17 of the Act, 1955 is proved.

34. Accordingly, this issue is proved against management No.1 to 5 and in favour of the workman.

**Relief :**

35. In the view of foregoing finding on the issues above, this reference is allowed and answered in favour of the workman to the effect that the workman is held entitled to the wages for the period from 11.11.2011 to 19.09.2014 as per the Majithia Wage Board recommendations after deduction of wages drawn by him during the said period. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 09.01.2024

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK)  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 18th March 2024

**No. 13/2/79-HII(2)-2024/4445.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **76/2021** dated **14.12.2023** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANKIT KUMAR S/O SH. SHIV KUMAR, HOUSE NO.560, SECTOR 56, U.T. CHANDIGARH  
(Workman)

AND

1. M/S CHECKMATE SERVICE PVT. LTD., SCF NO. 128, PHASE-3-B2, DISTRICT MOHALI THROUGH ITS MANAGING DIRECTOR.
2. AXIS BANK LTD., AXIS BANK CURRENCY CHEST, SECTOR 34, CHANDIGARH THROUGH ITS BRANCH MANAGER (Management)

**AWARD**

1. Ankit Kumar, workman has presented industrial dispute under Section 2-A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that on 01.09.2017 the claimant-workman was appointed by management No.1 i.e. M/s Checkmate Services Pvt. Ltd., Mohali as Cash Sorter. The claimant-workman was deployed at the workplace of management No.2 i.e. Axis Bank Ltd., Axis Bank Currency Chest, Sector 34, Chandigarh. The claimant-workman remained there in the continuous employment up to 11.02.2021 when his services were illegally & wrongfully terminated by refusing of work. The claimant-workman was drawing ₹17,000/- per month as wages at the time of termination. On 12.02.2021 the claimant-workman went to attend his normal duty but he was refused work by management No.2 on the pretext that the management No.1 has asked them to refuse work to the worker. No reason of refusal of work was given to the claimant-workman by both the managements. The refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management No.1 has also violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the claimant-workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement the claimant-workman served upon the management a demand notice dated 15.02.2021. The management neither denied the contents of the demand notice nor took the claimant-workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. Management No.1 appeared before the Conciliation Officer, U.T. Chandigarh one time only and thereafter he did not appear before the conciliation on any date fixed for settlement. The termination is illegal, wrongful, motivated against the principles of natural justice and unfair labour practice. The claimant-workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the claimant-workman be reinstated with continuity of service along with full back wages and without any change in his service condition.

3. On notice, management No.1 contested the claim statement by filing written reply dated 12.11.2022 (filed on 06.12.2022) wherein it is stated that the date of commencement is correct but the answering management did not terminate any employee. It is denied as incorrect that both these managements refused work to the claimant-workman. Since no termination was done, thus retrenchment benefits, charge sheet, inquiry to be held before termination etc. are not applicable. The employees collectively absented and refused to come to work, the matter was taken up with disciplinary action, Checkmate Security Services have made sufficient representation at Labour Department. The applicant's plea that action of the management is illegal, wrongful, motivated, against the principles of natural justice and unfair labour practice is

not acceptable. The claimant-workman's plea of demanding reinstatement with back wages, continuity of service and without any change in service condition etc. is not acceptable. No such intentions and acts were initiated by employer but all outstanding efforts were made to get the employee to work as the company had to face huge losses.

4. Management No.2 contested the claim statement by filing separate written statement dated 01.11.2022 (filed on 01.11.2022) wherein preliminary objection is taken on the ground that the claim statement is not legally maintainable as there is privity of contract between claimant-workman and the answering management and the claimant-workman was never hired by the answering management.

5. On merits, it is denied for want of knowledge that on 01.09.2017 the claimant-workman was appointed as Cash Sorter by management No.1. The answering management had hired the services of management No.1 but appointment and termination of any worker was the sole discretion of management No.1 and the answering management has no role to play in it. The alleged the claimant-workman was not on the roll of bank nor employee of the bank nor even any salary was paid to him by the answering management. No refusal as alleged by the claimant-workman was conveyed by the officials of the answering management. No alleged demand notice was ever served upon the answering management and also no notice was received by the answering management from the office of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. The claimant-workman never remained employee or worker of the answering management. Rest of the averments of the claim statement are denied being incorrect and prayer is made that claim statement may be dismissed with cost.

6. The claimant-workman filed rejoinder to the written statement of management No.1 on 17.01.2023 wherein contents of the written statement except admitted facts are denied and averments of claim statement are reiterated. Rejoinder to written statement of management No.2 was not filed.

7. From the pleadings of the parties, following issues were framed vide order dated 20.03.2023:-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits as prayed for ? OPW
3. Whether the claim statement qua management No.2 is not maintainable? OPM (management No.2)
4. Relief.

8. In evidence, claimant-workman Ankit Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 08.09.2023 Learned Representative for the claimant-workman closed the evidence in affirmative.

9. On the other hand, management No.2 examined MW1 Amit Rajpal - Senior Manager, Axis Bank, Sector 34, Chandigarh, who tendered his affidavit Exhibit 'MW1/A'.

10. Management No.1 examined MW2 Jaspal Singh - DGM (Banking) of M/s Checkmate Services Pvt. Ltd., Phase 3B-II, SAS Nagar Mohali, who tendered into evidence his affidavit vide Exhibit 'MW2/A' along with notary attested copies of documents Exhibit 'MW2/1' to Exhibit 'M2/8'.

**Exhibit 'MW2/1'** is authority letter dated 28.03.2019 in Jaspal Singh issued by the Managing Director & Company Secretary of management No.1.

**Exhibit 'MW2/2'** is aadhar card of Jaspal Singh.

**Exhibit MW2/3'** is warning letter dated 12.02.2021 issued to the workman by the authorised signatory of management No.1 through courier

**Exhibit 'MW2/3-A'** is original receipt of DTDC Courier Agencies.

**Exhibit 'MW2/4'** is absenteeism letter dated 18.02.2021 for not reporting on duty issued to the workman by the authorised signatory of management No.1 through registered post.

**Exhibit 'MW2/4-A'** is original postal receipt dated 20.02.2021.

**Exhibit 'MW2/5'** is letter dated 17.03.2021 for final intimation for not reporting on duty issued to the workman by the authorised signatory of management No.1 through registered post.

**Exhibit 'MW2/5-A'** is original postal receipt dated 19.03.2021.

**Exhibit 'MW2/6'** is original undelivered courier envelop bearing remarks 'shifted.'

**Exhibit 'MW2/7'** is original undelivered registered letter accompanied with acknowledgment bearing postal endorsement 'no such person in the address'.

**Exhibit 'MW2/8'** is original undelivered registered letter accompanied with acknowledgment bearing postal endorsement 'left without address and return to sender.'

11. On 16.11.2023 Learned Representative for management No.2 closed the evidence on behalf of management No. 2. On 06.12.2023 Shri Baljinder Pal Singh - Representative for management No.1 closed oral evidence. On 14.12.2023 Shri Baljinder Pal Singh - Representative for management No.1 closed documentary evidence.

12. I have heard arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

**Issue No. 1 to 3 :**

13. Onus to prove issue No.1 & 2 is on the workman and onus to prove issue No. 3 is on management No. 2.

14. Under these issues, claimant-workman Ankit Kumar examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

15. Management No.1 has examined MW2 Jaspal Singh - DGM (Banking), who vide his affidavit Exhibit 'MW2/A' deposed that he is working with management No.1 as Deputy General Manager (Banking) with Employee Code EMP/COR006558, Office at SCF 128, Phase 3B-II, SA S Nagar, Mohali from 06.05.2014 and he is personally aware of the facts of this case. Management No.1 is a company registered as per the provisions of the Company's Act, 1956. Management No.1 is engaged in business of providing security services, cash sorter services across the India to its customers on the basis of requirement and as per contract terms and agreement. Contrary to the workman's claim of illegal termination, he submits that the employment of the claimant-workman was not terminated. Due to exigency of work in the other location of management No.1, he as DGM (Banking) transferred the following four employees to their Ahmedabad office as per company's requirement :-

- i) Mr. Joginder Pal S/o Gian Chand, Employee Code EMP/CHD00746
- ii) Mr. Ajay Kumar S/o Ram Dular, Employee Code EMP/CHD00748
- iii) Mr. Suresh Kumar S/o Milap Chand, Employee Code EMP/CHD00749
- iv) Mr. Ravinder S/o Ram Nath, Employee Code EMP/CHD00752

These employees were transferred to their Ahmedabad office. They were given transfer letters given by hand to report to Checkmate, Ahmedabad Office under his instructions (as per company's requirement) on 11.02.2021 but they refused to accept. These letters were given in person which they refused to accept. They were briefed regarding the transfer, which they refused to accept, return letter with remarks of refusal. The transfer letters were displayed on the notice board of the Axis Bank on same day i.e. on 11.02.2021. On 12.02.2021, he was on leave and was attending function at his home town, when he received a call from Mr. Ritesh Kumar - Branch Manager, Axis Bank, stating that no employee of Checkmate Services had reported for duty and when they and he had tried to contact their employee, they were absent. The claimant-workman stated that they will not come to work and all were not willing to come for duty any more. He informed about the mass absenteeism by the claimant-workman and repeated calls were received from Mr. Ritesh - Branch Manager, Axis Bank for deficiency in services and he would not accept any contract employee who have not



come on duty, the bank will not accept such un-authorised absence from their staff as bank work stuck up due to cash sorter not reporting for duty. He kept on calling absentee employees from his phone but his phone was not picked by any of the absent employees for the next 2 days i.e. 12.02.2021 to 14.02.2021. On resuming his office on 15.02.2021, he himself again tried to contact the absconding employees, only Mr. Ravi Kumar, EMP/CHD05592 and Mr. Pankaj Kataria, EMP/CHD/03936 picked the call and agreed to come to Mohali Office SCF 128, Phase 3B-II, SAS Nagar Mohali. On next day i.e. 16.02.2021 he himself tried to convince both the absconded employees to resume their duties as the bank officials were putting lot of pressure and the work stoppage had very negative impact on the bank services and their reputation and high penalty clause in the agreement. Both the employees Mr. Ravi Kumar and Mr. Pankaj Kataria were ready to understand and joined the duties but stated that other fellow employees had threatened them not to join the duty. Meanwhile they have appointed new staff in place of absconded employees to fill the bank requirement and their repetition as service provider as well to avoid high penalty of non-providing contractual staff as per agreement. Also they have approached the absconded staff to join duty at the other place. They have requirement at Ahemdabad, for that they had sent the letter through RP/AD post letter dated 11.02.2021 as well sent the absenteeism letters on 18.02.2021 and final letter on 17.03.2021 to the claimant-workman to join duty as his services has not been terminated nor any violation of his appointment services conditions. He asserts that the management has never terminated the services of the claimant-workman. On the contrary the management has provided multiple opportunities to the claimant-workman to re-join duty even after a mass absconding incident incurred. The claimant-workman however failed to respond or re-join and instead engaged in mass absconding without any prior intimation. This action appears to be an attempt to harass both the managements to coercive tactics by the claimant-workman. The management remains willing to offer employment as there has been no formal termination of services. Consequently, there is no basis for claims related to back wages or any other form of compensation, given that the service has not been terminated. MW2 supported his oral version with documents Exhibit 'MW2/1' to Exhibit 'MW2/8'.

16. The management No.2 examined MW1 Amit Raj Pal - Senior Manager, Axis Bank, who vide his affidavit Exhibit 'MW1/A' wherein he deposed that the present alleged claim filed by the claimant against management No.2 is legally maintainable as there is no privity of contract between claimant and management No.2 and the claimant was never hired by management No.2. Management No.2 had hired the services of management No.1 but the appointment and termination of any worker was the sole discretion of management No.1. Management No.2 had no role to play in it. The alleged claimant was not on the roll of the bank, nor employee of the bank nor even any salary was paid to him by management No.2. No notice as alleged was ever served upon management No.2 and also no notice was received by management No.2 from the office of Additional Labour Commissioner-cum-Conciliation officer, U.T. Chandigarh. The claimant never remained employee or worker of management No.2.

17. From the oral as well as documentary evidence led by the parties it comes out that undisputedly the claimant-workman was appointed on 01.09.2017 as Cash Sorter by management No.1 and was deployed at the work place of management No.2. In this regard, AW1 when to put to cross-examination by management No.2 stated that Axis Bank / management No.2 did not issue him any appointment letter and termination letter / order. He was deployed with the Axis Bank / management No.2 by M/s Checkmate i.e. management No.1. MW1 (witness of management No.2) when to put to cross-examination by the workman admitted as correct that the Axis Bank has contract with the Checkmate Services for providing the manpower. MW1 admitted as correct that the Checkmate Services provided about 15 workers including the claimant of the present case for deployment with Chandigarh Branch of Axis Bank. MW1 stated that bank was not maintaining the attendance of contractual workers. The supervisor of Checkmate was maintaining their attendance. The bank had not been supervising the disbursement of wages and provident fund etc. of the contractual workers. MW2 Jaspal Singh (witness of management No.1) when to put cross-examination by the workman stated that the agreement of management No.1 with the Axis Bank Ltd. / management No.2 was at central level and there was no local agreement. Under the said agreement, management No.1 provided 18 workers to management No.2 around year 2016. From the above-mentioned version of AW1, MW1 and MW2 it is duly established on record that management No.1 i.e. M/s Checkmate Services Pvt. Ltd. is service provider, who under the contract has provided security services and Cash Sorter

services to management No.2 i.e. Axis Bank, Sector 34, Chandigarh and the claimant-workman was deployed by the management No.1 at the work place of management No.2 as a Cash Sorter. Since management No.1 maintained the record of attendance and supervision of work of claimant-workman through its Supervisor, thus the claimant-workman was under the direct employment of management No.1 and was a contractual worker deployed with management No.2. There is no direct relationship of employer-employee between management No.2 and claimant-workman. Since management No.2 has hired the services of claimant-workman from its service provider i.e. management No.1, therefore, management No.2 was necessary party, being principal employer, and the claim qua management No.2 is duly maintainable.

18. Admittedly, the authority to appoint, transfer and terminate the contractual employee (herein claimant-workman) was with the service provider i.e. management No.1. Learned Representative for the claimant-workman argued that the claimant-workman remained in continuous employment of the management No.1 from the date of appointment i.e. 01.07.2017 up to 11.02.2021, thus completed 240 days of continuous service in 12 calendar months preceding termination of his services (service being verbally terminated on 12.02.2021). The claimant-workman has alleged that his last drawn wages were ₹ 17,000/- per month. In this regard MW2 (witness of management No.1) was put to cross-examination by workman stated that there is no dispute with regard to the date of appointment, amount of monthly salary and the date of dispensing with of their services. MW2 further stated that all the workers including the workman had continuously worked for more than 240 days in 12 calendar months preceding their absence from duty.

19. Management No.1 has taken the plea that 15 contractual workers were deployed with management No.2. On 11.02.2021, out of 15 contractual workers, 4 workers namely Ravinder, Joginder Pal, Suresh Kumar and Ajay Kumar were transferred to Ahmedabad. 4 workers who were transferred refused to accept the transfer letter and refused to join at Ahmedabad. The transfer-cum- movement order was also affixed on the notice board of management No.2 i.e. Axis Bank Limited. In order to put pressure upon the management No.1 to cancel the transfer order of four employees all 15 contractual workers collectively absented from duty w.e.f. 12.02.2021. After extensive follow-ups, 2 workers returned to duty with the same employment terms & conditions whereas the remaining 13 including the workman of the present case did not resume duty. It is further argued by Learned Representative for management No.1 that M/s Checkmate Service Pvt. Ltd. has not terminated the service of any of the workman in any manner. Management No.1 has followed due procedure issuing absenteeism letters and reminders, emphasising the company's intent for workman to resume duty but he refused to receive. Management No.1 also issued warning letter dated 12.02.2021 / Exhibit 'MW2/3' through courier vide receipt Exhibit 'MW2/3A', issued another absenteeism letter dated 18.02.2021 / Exhibit 'MW2/4' vide postal receipt Exhibit 'MW2/4A' and final intimation for not reporting on duty vide letter dated 17.03.2021 Exhibit 'MW2/5' through registered post vide Exhibit 'MW2/5A'. Despite issuance of various letters, the claimant-workman did not join back the duty, thus, the claimant-workman himself abandoned the job, though his services were never terminated by management No.1. The workman failed to report to his duty at the work place without any prior notice or explanation which is a clear violation of company's policy and established work expectations. The employer has the inherent right to manage its work force including making decisions regarding re-location. Management No.1 has acted in accordance with its established policies and procedures which were communicated to all the employees by all means to join duty.

20. On the other hand, Learned Representative for the workman contended that no letter / letters as alleged by management No.1 were ever received by the claimant-workman. There is nothing on record to show that the letters allegedly issued through courier or registered post were actually delivered to the claimant-workman. In the present case, there is no dispute with regard to the date of appointment, date of dispensing with the services and monthly salary of the workman. As proved from the cross-examination of MW2 Jaspal Singh (witness of management No.1), the workman had continuously worked for more than 240 days in 12 calendar months preceding his alleged absence from duty, the claimant-workman fulfills the requirement of

continuous service as defined in Section 25-B of the ID Act. Once the workman is covered under Section 25-B of the ID Act, then the provision of Section 25-F stands attracted. For better appreciation Section 25-F of the ID Act is reproduced as below :-

**"25F. Conditions precedent to retrenchment of workmen.-**No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

21. Section 25-F of the ID Act lays down certain conditions which are precedent to retrenchment of workman. In the present case, the management No.1 has taken the plea that the claimant-workman absented from duty w.e.f. 12.02.2021 in protest to the transfer order of co-workers from Chandigarh to Ahmedabad. Moreover, the plea taken by the management No.1 during its evidence that the workman absented in protest to transfer order of the co-worker and to pressurize the management No.1 to withdraw the transfer order of the co-workers is beyond pleadings. The written statement finds no reference of any alleged transfer order of any of the workmen deployed with the Axis Bank. In this regard MW2 Jaspal Singh in his cross-examination stated that in written reply filed by management No.1 to the claim statement, it is nowhere mentioned that the worker was transferred from Chandigarh to some other place. Besides, the management has failed to prove into evidence the transfer order of the co-workers. The contention raised by Learned Representative for the claimant-workman that no letter allegedly issued by the management No.1 was served to the workman, carries force as MW2 (witness of management No.1) when put to cross-examination by workman stated in his statement recorded on 30.11.2023 that some of the letters were issued through courier and some through speed post to the workers. First warning letter was issued through courier to all absentee workers. No delivery report of courier was received from the concerned courier agency. In the claim statement address of the claimant-workman is mentioned as House No.560, Sector 56, U.T. Chandigarh whereas the letters Exhibits 'MW2/6', 'MW2/7' and 'MW2/8' are issued to the claimant workman on different address i.e. House No.1066, Sector 39-B, Chandigarh and the said letters Exhibit 'M2/6' is received back undelivered with report of courier agency 'shifted', Exhibit 'M2/7' is received back with the postal endorsement 'no such person in the address number' and letter Exhibit 'M2/8' is received back with the postal endorsement 'left without address R to sender'. Management No.1 in cross-examination of claimant-workman / AW1 did not put his postal / correspondence address to him. Therefore, oral version of MW2 (his voluntary statement) in his cross-examination recorded on 06.12.2023 that the letters were issued to the workman as per his address available on record is insufficient to assume the delivery of letters. The management No.1 did not produce their office record into evidence showing the local address of the claimant-workman.

22. MW2 Jaspal Singh in his cross-examination (recorded on 30.11.2023) denied the suggestion as wrong that vide letter dated 17.03.2021 / Exhibit 'MW2/5' the services of the workman were terminated. To my opinion, the denial on part of MW2 that the management did not intend to terminate the services of the workman by issuing letter dated 17.03.2021 / Exhibit 'MW2/5' is not acceptable because in his cross-examination MW2 admitted as correct that vide letter Exhibit 'MW2/5' the workman was directed to complete his clearance formalities for full & final settlement. The aforesaid admission on part of MW2 would suggest that the management No.1 intended to effect full & final settlement with the workman, which can be done only when the workman is relieved from service and not during continuity of his service.



23. MW2 in para 4 of his affidavit Exhibit 'MW2/A' deposed that due to exigency of work in other locations of respondent No.1 requirement, he as the DGM Banking, transferred the following employees to their Ahmedabad office as per company requirement :-

- i) Mr. Joginder Pal S/o Gian Chand, Employee Code EMP/CHD00746
- ii) Mr. Ajay Kumar S/o Ram Dular, Employee Code EMP/CHD00748
- iii) Mr. Suresh Kumar S/o Milap Chand, Employee Code EMP/CHD00749
- iv) Mr. Ravinder S/o Ram Nath, Employee Code EMP/CHD00752

24. In the present case, first of all the aforesaid plea taken by MW2 in his examination-in-chief by way of affidavit Exhibit 'MW2/A' is beyond pleadings. Secondly, MW2 in para 7 of his affidavit Exhibit 'MW2/A' deposed that he informed about the mass absenteeism by the applicant and repeated calls received from Mr. Ritesh - Branch Manager, Axis Bank for deficiency in services and he would not accept any contract employees, who are not coming on duty, the bank will not accept such un-authorised absence from their staff, as Bank work was stuck up due to Cash Sorter not reporting for duty. The aforesaid version of MW2 is also beyond pleadings. Besides Axis Bank / management No.2 in its written statement / reply nowhere mentioned that Mr. Ritesh - Branch Manager, Axis Bank telephonically informed the management No.1 about any un-authorised absence of the workman from duty. Management No.1 and 2 did not examine Mr. Ritesh - Branch Manager in their evidence. Moreover, there is no documentary evidence on record to show the company's requirement at Ahmedabad office of management No.1.

25. If for the sake of arguments, it is assumed that the claimant-workman absented from duty w.e.f. 12.02.2021, then also at the most it amounts to misconduct and since the workman fulfills the requirement of Section 25-B of the ID Act, thus management No.1 was bound to comply with the conditions incorporated in Section 25-F of the ID Act. But management No.1 has failed to comply with mandatory conditions as laid down in Section 25-F of the ID Act. In this regard, MW2 when put to cross-examination by the workman stated that no charge sheet was served to the workman for his alleged absence from duty. Neither any preliminary inquiry nor any regular domestic inquiry was conducted against the workman. No retrenchment compensation was paid to the worker. From the aforesaid version of MW2, it is established that management No.1 has violated the provisions of Section 25-F of the ID Act. The judgment referred by Learned Representative for the workman reported in **2014(11) SCC 85** titled as **Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited** is applicable to the facts of the present case to an extent. The relevant portion of the judgment is reproduced as below :-

*"Evidently, the above said mandatory procedure has not been followed in the present case. Further, it has been held by this Court in the case of Anoop Sharma v. Executive Engineer, Public Health Division No.1, Panipat, 2010(3) S.C.T. 319 : 2010(5) SCC 497 as under :-*

*13.... no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in Clauses (a) and (b) of Section 25F of the Act are satisfied. In terms of Clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of the notice. Clause (b) casts a duty upon the employer to pay to the workman at the time of retrenchment, compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. This Court has repeatedly held that Section 25F(a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of an employee nullity - State of Bombay v. Hospital Mazdoor Sabha, AIR 1960 Supreme Court 610, Bombay Union of Journalists v. State of Bombay, (1964) 6 SCR*

22, *State Bank of India v. N. Sundara Money*, (1976) 1 SCC 822, *Santosh Gupta v. State Bank of Patiala*, (1980) 3 SCC 340, *Mohan Lal v. Management of M/s. Bharat Electronics Ltd.*, (1981) 3 SCC 255, *L. Robert D'Souza v. Executive Engineer, Southern Railway*, (1982) 1 SCC 645, *Surendra Kumar Verma v. Industrial Tribunal*, (1980) 4 SCC 443, *Gammon India Ltd. V. Niranjana Das*, (1984) 1 SCC 509, *Gurmail Singh v. State of Punjab*, 1991(3) S.C.T. 608 : (1991) 1 SCC 189 and *Pramod Jha v. State of Bihar*, 2003(2) S.C.T. 296 : (2003) 4 SCC 619. This Court has used different expressions for describing the consequence of terminating a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as *ab initio* void, sometimes as *illegal per se*, sometimes as nullity and sometimes as *non est*. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F(a) and (b) has the effect of rendering the action of the employer as nullity and the employee is entitled to continue in employment as if his services was not terminated."

26. MW2 Jaspal Singh, witness of Management No.1 / service provider during his cross-examination expressed his readiness to re-join the worker but refused to give him the benefit of continuity of service and back wages. In this regard, MW2 when put to cross-examination by the workman stated that we are ready to take in service absentee workers as per availability of vacancy at Chandigarh and nearby stations such as Ludhiana, Jalandhar and Panchkula. MW2 further stated that they are not ready to re-join the workers with continuity of service. They are also not ready to pay back wages for the period of their absence from duty. MW2 denied the suggestion as wrong that re-joining of a workman without continuity of service amounts to fresh appointment. To my opinion, the conditional offer of management No.1 / service provider to re-join the workman as per availability of the vacancy and without the benefits of continuity of service & back wages is unjustified because as discussed above, in this case, the termination of services of the workman is held illegal being in violation to Section 25-F of the ID Act. In case of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The workman is entitled to the relief of reinstatement with continuity of service under the same terms & conditions as existed before his termination.

27. As far as back wages are concerned, the claimant-workman has alleged that he remained unemployed during the period from the date of termination till date. On the other hand, none of the managements have taken plea of gainful employment in their respective written statements. However, it is argued by Learned Representative for management No.1 that as per the judgment of Hon'ble Supreme Court in *Civil Appeal No. 5390 of 2019 decided on 11th July 2019* titled as *Chief Regional Manager, United India Insurance Company Limited United India Insurance Company Limited Versus Siraj Uddin Khan*; the principle of 'no work, no pay' applies. In case, the workman is to be reinstated he is not entitled to back wages. To my opinion, the judgment referred (supra) by Learned Representative for management No.1 is not applicable to the facts of the present case in view of the judgment referred by Learned Representative for the workman titled as *P.G.I. of M.E. and Research Versus Raj Kumar*, report in 2001(2) SCC 54. Under the circumstances, the workman is held entitled to 50% back wages.

28. In the view of discussions made above, termination of the workman is held illegal being in violation to Section 25-F of the ID Act as such the workman is entitled to reinstatement with continuity of service and 50% back wages.

29. Accordingly, issue No.1 & 2 is decided in favour of the workman and against management No.1. Issue No.3 is decided against management No.2 and in favour of the workman.

**Relief :**

30. In the view of foregoing finding on the issues No.1 & 2 above, this industrial dispute is allowed qua management No.1. The workman is entitled to reinstatement with continuity of service and 50% back wages. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which management No.1 is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 14.12.2023.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

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Secretary Labour,  
Chandigarh Administration.



CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT

**Notification**

The 26th March, 2024

**No. 410733-HIII(3)-2024/4116.**—In exercise of the powers conferred by Section 21 of Code of Criminal Procedure, 1973, the Administrator, Union Territory, Chandigarh is pleased to appoint the following Officers heading the Flying Squad/Static Surveillance Team for the purpose of Lok Sabha General Elections 2024 as Special Executive Magistrate in the District of Chandigarh till the completion of Elections :—

S. No.	Name of the Officer	Team Details
1	Sh. Ramesh Kalyan, Sub Inspector (Enf.), Estate Office, Chandigarh. (94170-61270)	Team A- Flying Squad I-Central Police Sub Division
2	Sh. Neeraj Ghai, Inspector, Food & Supply Department, Chandigarh. (80542-55719)	Team B- Flying Squad I-Central Police Sub Division
3	Sh. Mrityunjay Kumar Rai, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (98880-21888)	Team C- Flying Squad I-Central Police Sub Division
4	Sh. Vijay Midha, Sub Inspector (Enf.), Estate Office, Chandigarh. (98142-10715)	Team A- Flying Squad II-South Police Sub Division
5	Sh. Bhaljinder Singh, Inspector, Food & Supply Department, Chandigarh. (98763-40009)	Team B- Flying Squad II-South Police Sub Division
6	Sh. Tarun Pant, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (86509-37941)	Team C- Flying Squad II-South Police Sub Division
7	Sh. Gopal Singh, Sub Inspector (Enf.), Estate Office, Chandigarh. (94785-94606)	Team A- Flying Squad III- East Police Sub Division
8	Sh. Rajpal, Inspector, Food & Supply Department, Chandigarh. (92163-52111)	Team B- Flying Squad III- East Police Sub Division
9	Sh. Sukhpreet Singh, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (97791-14400)	Team C- Flying Squad III- East Police Sub Division
10	Sh. Rakesh Kumar, Sub Inspector (Enf.), Estate Office, Chandigarh. (89681-10160)	Team A- Flying Squad IV-North East Police Sub Division
11	Sh. Naresh Sharda, Inspector, Food & Supply Department, Chandigarh. (98880-02507)	Team B- Flying Squad IV-North East Police Sub Division
12	Sh. Vishav Tej, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (98159-12468)	Team C- Flying Squad IV-North East Police Sub Division
13	Sh. Raj Kumar, Sub Inspector (Enf.), Estate Office, Chandigarh. (93562-51424)	Team A- Flying Squad V- South West Police Sub Division
14	Sh. Madan Lal Sharma, Inspector, Food & Supply Department, Chandigarh. (98725-11170)	Team B- Flying Squad V- South West Police Sub Division

S. No.	Name of the Officer	Team Details
15	Sh. Bhupinder Singh, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (98882-85663)	Team C- Flying Squad V- South West Police Sub Division
16	Sh. Sukhwinder Singh, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (98884-11950)	Team A- Flying Squad VI-Reserved
17	Sh. Anil Kumar Nard, Sub Inspector (Enf.), Estate Office, Chandigarh. (98149-08934)	Team B- Flying Squad VI-Reserved
18	Sh. Akashdeep Singh, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (80541-45394)	Team C- Flying Squad VI-Reserved
19	Sh. Parveen Kumar, Inspector Excise & Taxation, Chandigarh. (94666-58772)	Team A- Static Surveillance Team I- Central Police Sub Division
20	Sh. Y.P. Batra, Sub Divisional Engineer (Public Health), Chandigarh Housing Board, Chandigarh. (98880-43149)	Team B- Static Surveillance Team I- Central Police Sub Division
21	Sh. Chhotu Ram, Inspector, Food & Supply Department, Chandigarh. (94638-88350)	Team C- Static Surveillance Team I- Central Police Sub Division
22	Sh. Bhupinder Rana, Inspector Excise & Taxation, Chandigarh. (98760-75149)	Team A- Static Surveillance Team II- South Police Sub Division
23	Sh. Sanjeev Kumar, Sub Divisional Engineer (Public Health), Chandigarh Housing Board, Chandigarh (98766-41804)	Team B- Static Surveillance Team II- South Police Sub Division
24	Sh. Bashsher Singh, Inspector, Food & Supply Department, Chandigarh. (98767-26508)	Team C- Static Surveillance Team II- South Police Sub Division
25	Sh. Amandeep Dutt, Inspector Excise & Taxation, Chandigarh. (80540-01456)	Team A- Static Surveillance Team III- East Police Sub Division
26	Sh. Ashok Singla, Sub Divisional Engineer (Public Health), Chandigarh Housing Board, Chandigarh. (98882-50745)	Team B- Static Surveillance Team III- East Police Sub Division
27	Sh. Harpreet Singh, Inspector, Food & Supply Department, Chandigarh. (98556-34506)	Team C- Static Surveillance Team III- East Police Sub Division
28	Sh. Jagbir Singh, Inspector Excise & Taxation, Chandigarh. (98773-30170)	Team A- Static Surveillance Team IV- North East Police Sub Division
29	Sh. Vijay Kumar, Sub Divisional Engineer (Public Health), Chandigarh Housing Board, Chandigarh. (95019-33223)	Team B- Static Surveillance Team IV- North East Police Sub Division
30	Sh. Lalit Mohan, Inspector, Food & Supply Department, Chandigarh. (97800-53823)	Team C- Static Surveillance Team IV- North East Police Sub Division

S. No.	Name of the Officer	Team Details
31	Sh. Kartikey Rana, Sub Divisional Engineer (Public Health), Chandigarh Housing Board, Chandigarh. (98774-32954)	Team A- Static Surveillance Team V- South West Police Sub Division
32	Sh. Inderjit Singh, Sub Divisional Engineer (Electrical), Chandigarh Housing Board, Chandigarh. (98880-33396)	Team B- Static Surveillance Team V- South West Police Sub Division
33	Sh. Mohan Lal, Inspector, Food & Supply Department, Chandigarh. (82830-33217)	Team C- Static Surveillance Team V- South West Police Sub Division
34	Sh. Arminster Singh, Sub Divisional Engineer (Electrical), Chandigarh Housing Board, Chandigarh. (98880-14323)	Team A- Static Surveillance Team VI- Reserved
35	Sh. Ram Dass, Inspector, Food & Supply Department, Chandigarh. (98143-56936)	Team B- Static Surveillance Team VI- Reserved
36	Sh. Navneet, Sub Divisional Engineer (Civil), Chandigarh Housing Board, Chandigarh. (98880-23069)	Team C- Static Surveillance Team VI- Reserved

Chandigarh, dated  
The 21st March, 2024.

Administrator,  
Union Territory, Chandigarh.

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*